BRUHAT BENGALURU MAHANAGARA PALIKE

Request for Tender Proposal (RFP)

-:Name of Work:-

Supply of Data Entry Operator to Offices under the Joint Commissioner, Bruhat Bengaluru Mahanagara Palike Bommanahalli Zone (to be deployed to the BBMP offices spread across the Bommanahalli Zone) (2nd call)

Office of the Executive Engineer
Project Division, Bommanahalli,
Bommanahalli Zonal office,
Begur main Road, Bommanahalli,
Bengaluru – 560068.

BRUHAT BENGALURU MAHANAGARA PALIKE

Office of the Executive Engineer
Project Division Bommanahalli

Bommanahalli Zonal office, Begur main road,
Bommanahalli, Bengaluru – 560068.
Email: eepro955@gmail.com

TENDERS FOR THE WORK OF

Supply of Data Entry Operator to Offices under the Joint Commissioner, Bruhat Bengaluru Mahanagara Palike Bommanahalli Zone (to be deployed to the BBMP offices spread across the Bommanahalli Zone) (2nd call)

TENDER REFERENCE	No. BBMP/EE/BPD/Tend- 10 /2024-25 Date: 29.01.2025
PRE BID MEETING DATE AND TIME	04.02.2025 at 11.00 A.M.
PLACE OF PRE BID MEETING	Office of the Executive Engineer, Project Division, Bommanahalli , HSR Layout, BDA Complex, Bengaluru- 560102.
LAST DATE AND TIME FOR SUBMISSION OF TENDERS	10.02.2025 up to 4.00 P.M.
TIME AND DATE OF OPENING OF TECHNICAL BID OF TENDERS	11.02.2025 at 4.30 PM.
PLACE OF OPENING OF TECHNICAL BID	Office of the Executive Engineer, Project Division, Bommanahalli , HSR Layout, BDA Complex, Bengaluru- 560102.
FINANCIAL BID	After technical bid approval Financial Bid will be intimated to the bidders
PLACE OF OPENING OF FINANCIAL BID	Office of the Executive Engineer, Project Division, Bommanahalli , HSR Layout, BDA Complex, Bengaluru- 560102.
ADDRESS FOR COMMUNICATION	O/o Executive Engineer, Project Division, Bommanahalli, Bommanahalli Zonal office HSR BDA complex, HSR Layout, Bengaluru – 560068. **Email:** eepro955@gmail.com

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BRUHAT BENGALURU MAHANAGARA PALIKE

Bommanahalli Project Division, Begur Main Road, Bommanahalli, Bengaluru-560068

Tender Notification No: BBMP/EE/BPD/Tend- 10 /2024-25 Dated : 29.01.2025.

INVITATION FOR TENDER (IFT)
(Short Term Tender Notification)
(Through kppp.Portal only)

1. The Executive Engineer, Bommanahalli Project Division, BBMP Bengaluru-68, invites tenders from eligible Contractors registered in Bruhat Bengaluru Mahanagara Palike, or equivalent Registration with/ KPWD/ CPWD/ BWSSB/ Railways/ MES/ National Highway or any state Government Organizations for the Construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (viz https://kppp.karnataka.gov.in). The Tenderers are advised to note the minimum qualification criteria specified in clause-3 of the instructions to Tenderers to qualify for award of the contract (Standard Tender Document)

2. Tenders must be submitted online through kppp.portal on or before 16.00 hours on **10.02.2025** and the opening of tenders will be as per the e-procurement portal guidelines.

3. Other details can be seen in the tender documents.

TABLE

Sl. No	Name of the work	Estimated Amount (Lakhs)	EMD (Rupees)	Tender processing fee	Period of completion (Including Monsoon)
1	Supply of Data Entry Operators to offices under the Joint Commissioner, BBMP Bommanahalli Zone (To be deployed to the BBMP offices spread across the Bommanahalli Zone). (2nd call)	195.00	**Rs.2,92,500/-**	As per kppp portal	12 Months

NOTE:

1. Pre bid meeting will be held on **04.02.2025** at 11.00 AM in the office of the Executive Engineer, Bommanahalli Project Division, HSR Layout, BDA Complex, Bangalore-560102. to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in “Instructions to Bidders” of the bidding document.
2. Tender Documents can be Downloaded from Through website https://kppp.karnataka.gov.in from **30.02.2025**.

Tendere r **Executive Engineer (Project-Bommanahalli), BBMP**

3. Last date submission of tender documents on or before **10.02.2025.** at 16.00 hours
4. Technical Bids will be opened on the website https://kppp.karnataka.gov.in in the office of the Executive Engineer, Bommanahalli Project division on **11.02.2025.** At 16.30 Hours onwards.
5. Aspiring Bidders/Contractors who have not registered in kppp.portal should register before participating through the website https://kppp.karnataka.gov.in
6. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
7. All the required information required for Bids must be filled and submit online.
8. For details, registration and e-payment visit website https://kppp.karnataka.gov.in or contact kppp.karnataka.gov.in Helpdesk at 080 – 22441076
9. This tender notice can also be seen on the BBMP website www.bbmp.gov.in.
10. Contractors are requested to Quote the price without GST.
11. GST will be paid separately to the successful Contractor.

Sd/-
Executive Engineer
Bommanahalli Project Division,

Copy Submitted to :

1. Personal Secretary to Worshipful Administrator to bring to the kind notice of the Worshipful Administrator.
2. Personal Secretary to Hon'ble Chief Commissioner to bring to the kind notice of the Hon'ble Chief Commissioner.
3. Special Commissioner (Projects) / Special Commissioner (Finance) for kind information.
4. Zonal Commissioner, Bommanahalli for kind information.
5. Engineer – in – Chief for kind information.
6. CAO / Chief Auditor for kind information.
7. IT Advisor with a request to publish the same in the BBMP Website.
8. All EE's with a request to publish the same in the Display /Notice Boards.
9. Public Relation Officer, BBMP for information and to publish in 02 leading National Newspapers in Kannada and English.
10. Notice board.
11. Office Copy.

Executive Engineer

Bommana

halli Project Division

SECTION 2

SCOPE OF WORK

The Bidder is required to supply manpower as per monthly remuneration like **DATA ENTRY OPERATORS to Office of the Joint Commissioner, Bommanahalli Zone, BBMP Bengaluru-560 068**, which can be increased or decreased during the tenure of the contract to an extent of 20%.

The staff will be on the rolls of the **Service Provider** here in after referred as "**SP**" and shall not have any claim for continuation in Bruhat Bengaluru Mahanagara Palike herein after referred to as "**BBMP**", and SP shall be liable to comply with all the requirements of laws of the land and rules/regulations of BBMP and Government of Karnataka and India.

The additional requirement of a short period to meet the Peak Operational Requirement if any, on day-to-day basis is also to be met with at the same rate quoted for regular work.

DATA ENTRY OPERATORS REQUIREMENT

SL NO.	OFFICE NAME	POSTAL ADRESS	NUMBER OF DATA ENTRY OPERATORS REQUIRED

1.	**Supply of Data Entry Operator to Offices under the Joint Commissioner, Bruhat Bengaluru Mahanagara Palike Bommanahalli Zone (to be deployed to the BBMP offices spread across the Bommanahalli Zone)**	Joint Commissioner Bommanahalli Zone, Bengaluru 560068.	**55 No's**

SECTION 3

INSTRUCTIONS TO TENDERERS

1. Eligible Bidders

1.1. **Supply of Data Entry Operator to Offices under the Joint Commissioner, Bruhat Bengaluru Mahanagara Palike Bommanahalli Zone (to be deployed to the BBMP offices spread across the Bommanahalli Zone)** invites Proposals under https://kppp.karnataka.gov.in (two cover system) on outsourced basis for a period of 12 months, which may be extended by another 12 months based on performance. More details on the Services are provided in the Terms of Reference. The RFP is open to all service providers registered in India. The service providers will be selected under Least Cost Selection (LCS) procedures described in this RFP.

1.2. The bidder should have carried out similar services, relating to IT-enabled services (ITES) such as IT-Hardware, IT Software & all Electronic items purchasing services, AMC, Data Entry Manpower Services, IT solutions (Hardware & Software) development & maintenance, IT networking, IT consultancy, IT enable service &E-Governance project services **(herein after referred as IT-enabled services)** preferably Government/ Public/Private/Educational sector in last Five years, any Three years turnover of Rs.**5,57,04,272.00** (Rs Five crores Fifty Seven lakhs Four Thousand Two hundred Seventy Two only) from similar services.

1.3. Certificate of satisfactory performance for the same has to be furnished.

1.4. The bidder should own sufficient data bank of candidates so that continuity of service is maintained and supplied to BBMP

1.5. As per the Government order no **¹D¸ÀÄE/06/¸À¤/2024, ¢£ÁAPÀ: 20.05 2024** as instructed below reserve category chart employee should be strictly provided.

Category	Percentage reservation	Women's reservation
Category -1	4	33%
Category -2A	15	33%
Category -2B	4	33%
Category -3A	4	33%
Category -3B	5	33%
Schedule Caste	17	33%
Schedule Tribes	7	33%
General Category	44	33%

1.6. Bidders should not quote negative rates and also in e-procument website bidders should quote more than 3% service tax if bidder quotes less than 3% services tax will be out rightly rejected.

1.7. If One and more bidders bids lowest rates and fulfills the information and conditions, then selection will be done based on the following below conditions.

a) In Last Five years (2019-20,2020-21,2021-22,2022-23, & 2023-24) who has more turnover will be taken in to consideration. **Or**

b) **Or** In Last Five years 2019-20,2020-21,2021-22,2022-23, & 2023-24) who has paid highest EPF, ESI and GST will be taken in to consideration. **Or**

c) **Or** if more than one bidder becomes L1, then the selection of the successful bidder will be by lottery method.

d) However the department decision is the final decision, the bidder should adhere the departmental conditions.

1.8. As per time to time the government correction rule, the additional GST has to be paid.

1.10 Minimum 3% service charges are fixed. If bidders quote less than 3%, those financial offer will be rejected.

2. Cost of Bidding.

2.1. The Bidder shall bear all costs associated with the preparation and submission of their bid and BBMP, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3. Contents of Bidding Documents.

3.1. The bidding procedures and contract terms are prescribed in the bidding documents. In addition to the invitation for Bids, the Bidding Documents include:

a. Instruction to Bidders (ITB)
b. General Conditions of Contract (GCC)
c. Special Conditions of Contract (SCC)
d. Schedule of Requirements

e. Technical Specifications/Qualification criteria

f. Bid Form and Price Schedules

g. Contract Form

3.2. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the Bidding documents in every respect be at the bidder's risk and may result in rejection of their bid.

3.3. While preparing the Technical Proposal, Service Provider must give particular attention to the following:

3.3.1. Service Provider Should not associates with the other Service Providers for this Assignment.

3.3.2. The estimated number of staff required for a period of 12 months, extendable by additional 12 months based on performance, are as follows:

3.4. The salary for the DEO is fixed as per the labour department government of Karnataka minimum wages and VDA from 01-04-2024 to 31-03-2025.

4. Clarification of Bidding documents

4.1. A prospective bidder requiring any clarification of the bidding documents may notify the **Office of the Executive Engineer,** Bommanahalli Project Division, BBMP, Bengaluru in writing, or email at the mailing address indicated in the invitation for bid not later than 1 days prior pre bid meeting date any query received_____ . The **Office of the Executive Engineer,** Bommanahalli Project Division, BBMP, Bengaluru will respond to any request for clarification of the bidding documents prior to the deadline for submission of bid prescribed.

PREPARATION OF BID

5. Language of Bid

5.1. The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged should be in English language. Supporting documents and printed literature furnished by the bidder may be written in another language (Kannada)

provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the bid, the English translation shall govern.

6. Documents Comprising the Bid

6.1. The bid prepared by the bidder shall comprise the following components:

(a) A bid form and price schedule completed in accordance with terms and conditions.

(b) The documentary evidence to establish the bidder is eligible to bid and is qualified to perform the contract if their bid is accepted

(c) Documentary evidence to establish the **ancillary** services to be supplied by the bidder shall conform to the bidding documents

(d) Bid security deposit furnished in accordance with the terms and conditions.

(e) ISO 9001: 2015 Quality Management System Certification should be furnished (Bidder will be rejected if failed to furnish).

7. Bid Form

7.1 Hard copies including original will have to be provided at the time of the Technical evaluation as per the request.

7.2 Technical details should be submitted along with documentary proof otherwise evaluation will be done ignoring that item is not available. This format should not be changed in any manner. Addition/deletion/alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected

7.3 Bidders shall furnish all the documents as specified in tender document. The bidders should send the entire bid documents i.e., complete tender document duly signed and stamped including all Annexure, bid form etc., as acceptance of all terms and conditions.

7.4 Rates should be quoted in the Annexure for Fees Structure for Supply of Manpower (Financial bid) This format should not be changed in any manner Additional/deletion/alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.

7.5 The bidder is requested to examine all instructions, forms, terms and specifications in the Bid Documents, failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Document in every respect will be at the bidder's risk and may result in rejection of the Bid.

7.6 At any time, prior to the date of submission of bid/ BBMP may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.

7.7 The amendments shall be notified in e-procurement portal and these amendments will be binding on them.

7.8 Bid security of unsuccessful bidders shall be returned after the tender awarded and accepted by the successful bidder.

8. Bid Prices

8.1 The supplier shall quote price as per fee structure annexure attached to bid document. The service charge etc., as applicable.

8.2 The price quoted by the bidder shall remain fixed during entire period of Contract & shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

9. Bid Currencies.

9.1. Prices shall be quoted in Indian rupees only.

10. Documents establishing bidder's eligibility and qualifications

10.1. The Bidder shall furnish, as part of its bid documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

10.2. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted, shall establish to the BBMP satisfactions.

(a) That the bidder has the financial, technical and production capability necessary to perform the contract and meets the criteria outlined in the qualification requirements. To this end, all bids submitted shall include the following information;

(i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc

(ii) Details of experience and past performance of the bidder on IT-enabled services within the past three years and details of current contracts in hand and other commitments

11. Documents establishing service conformity to bidding document

11.1. The bidder shall furnish, as part of its bid, documents establishing the conformity to the bidding documents of all service and services which the bidder proposes to supply under the contract.

12. Bank Security Deposit

12.1. The Successful bidder's security will be discharged upon the bidder's acceptance of the award of CONTRACT SATISFACTORILY and furnishing the performance security.

12.2. EMD: Earnest Money Deposit:

12.3. Hardcopy of the all the documents uploaded in the e procurement portal shall be submitted before opening of tender to the office of Executive Engineer Bommanahalli Project Division

12.4. Any bid not secured in accordance with Terms and conditions above will be rejected by the BBMP as non-responsive.

12.5. The successful bidder's bid security deposit will be discharged upon the bidders signing the contract.

12.6. The bid security deposit may be forfeited;

(a) If a bidder withdraws its bid during the period of bid validity of the bid.

(b) In case of successful bidder, if the bidder fails;

i) To sign the contract.

ii) To furnish performance security.

iii) A bid not secured in accordance with tender requirements shall be rejected by the BBMP as non-responsive at the bid opening stage.

iv) The bid security of unsuccessful bidder will be discharged / returned as early as possible but not later than 30 days after the expiry of the period of bid validity

13. Format and Signing of Bid

13.1. Bidder shall submit the Bid electronically before the submission date and time published in e-procurement portal.

SUBMISSION OF BIDS

14. Sealing and Marking of Bids

14.1. Bidder shall submit the Bid electronically before the submission date and time published.

15. Deadline for submission of bids

15.1. Bids must be submitted on-line in the https://kppp.karnataka.gov.in by the BBMP before the notified date and time.

15.2. The BBMP may extend the deadline for submission of bids by issuing an amendment, which in case all rights and obligations of the BBMP and the Bidders previously subject to the original deadline will then be subject to the new deadline.

16. Late Bids

16.1. In online https://kppp.karnataka.gov.in, Bidder shall not be able to submit the bid after the bid submission time and date as the icon or the task in the https://kppp.karnataka.gov.in will not be available.

17. Modification and Withdrawal of Bids

17.1. Bidder has all the time to modify and correct or upload any relevant document in the portal till Bid submission date and time, as published in the https://kppp.karnataka.gov.in.

17.2. The Bidder may withdraw their Bid before the notified last date and time of Bid submission.

18. Bid validity

18.1. The bids shall remain valid for 180 days after the date of opening of bids. A bid valid for a shorter period shall be rejected as non-responsive.

18.2. A bidder accepting the request of BBMP for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify their bid.

BID OPENING AND EVALUATION

19. Opening of Bids

19.1. BBMP will open online the Two Covers of all the Bidders received through e-procurement portal, in the presence of the Bidders or their authorized representatives on the date, time and the place specified in the https://kppp.karnataka.gov.in. In the event of the specified date of Tender opening being declared a holiday for the BBMP, the Tenders will be opened at the appointed time and location on the next working day.

19.2. BBMP shall inform the bidders on the Second Cover Tender opening.

20. Process to be confidential

20.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by the Bidder to influence the BBMP's processing of Bids or award decisions may result in the rejection of their Bid.

21. Clarification of Bids

21.1. During evaluation of Bids, BBMP may, at their discretion, ask any Bidder for clarification of their Bids, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

22. Preliminary Examination

22.1. Prior to the detailed evaluation of Bids, the BBMP will determine whether each bid; (a) has digitally signed; and; (b) is substantially responsive to the requirements of the Bid documents.

22.2. A bid determined as not substantially responsive will be rejected by the BBMP and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

23. Evaluation and Comparison of Bids.

23.1. BBMP will evaluate and compare only the bids determined to be substantially responsive.

23.2. If there is a discrepancy, between words and figures and amount in words shall prevail. Prior to detailed evaluation, BBMP will determine the substantial responsiveness of each bid to the bid documents. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without any material deviation. A bid determined as non-responsive will be rejected by BBMP.

24. Contacting BBMP

24.1. No bidder shall contact BBMP on any matter relating to its bid, from the time of bid opening to the time the contract is awarded.

24.2. Any effort by a bidder to influence BBMP in BBMP bid evaluation, bid comparison or contract award decisions may result in rejection of the bidders bid.

24.3. A pre-bid meeting shall be conducted with the bidders on 04.02.2025 at 11.00 AM, in the office of Executive Engineer, Bommanahalli Project Division, HSR Layout, BDA Complex, Bengaluru -560102.

AWARD OF CONTRACT

25. Duration / Period of Contract

25.1. The contract will be awarded for 1 (One) year (12 months) and extendable for another 12 months with same terms, conditions and Price is the Service Provided by SP is Satisfactory

26. Award of Contract

26.1. BBMP shall consider placement of letter of Acceptance to those bidders (in duplicate) whose offers have been found acceptable. The bidders shall return one copy of the LOA in token of their acceptance along with the performance security and as per format shown in bid document within three days.

27. BBMP reserves right to vary quantities at time of award

27.1. BBMP reserve the right at the time of award of contract to increase or decrease up to 20% of the required quantity of services specified in the schedule of requirements without any change in charges.

27.2. In the Event of Emergencies like Elections, Pandemics etc. BBMP may require additional staffs. In that case, Bidder should be able to supply such numbers on immediate basis as per the quoted rates.

28. BBMP reserves right to accept any bid and to reject any or bids

28.1. BBMP shall not be bound to accept the lowest or any tender and reserves to itself the right to accept or reject any bid or to accept whole or a portion of tender, as it may deem fit, without assigning any reason thereof and without incurring any liability to the affected bidder(s) for the action of BBMP.

29. Performance Security

29.1. The successful bidder shall be required to deposit BG/an amount of an equivalent to 5.0% of the total value of the contract (Payment released by BBMP for 12 months) within one week of conveying BBMP, intention for accepting the bid as performance security.

29.2. Performance Security shall be submitted in the form of demand draft/ BG issued by a Nationalized Bank other than co-op banks /unconditional

Bank Guarantee in the Proforma of the bid document. The performance security does not bear or earn any interest.

29.3. Performance Security will be discharged after completion of service provider's performance obligations under the contract.

29.4. If the service provider fails or neglects any of their obligations under the contract it shall be lawful for BBMP to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

30. Signing of contract

30.1. Signing of Agreement shall constitute the award of contract on the bidder.

30.2. Upon furnishing the Performance Security by the successful bidder, BBMP shall discharge their bid security.

31. Annulment of Award

31.1. Failure of the successful bidder to comply with the requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event BBMP may make the award to any other bidder at the discretion of BBMP or call for new bids.

32. Terms of payment

32.1. The payment shall be made as per the financial condition of the BBMP. However the bidders are required to pay the data entry operators on monthly basis within stipulated date and time. And service provider should maintain a minimum cash flow of 03 months.

33. Termination of Contract

33.1. In case of any default by the service provider and in any of the terms & conditions (whether General, special statutory), BBMP may without prejudice to any other right/ remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving one month notice in writing to the service provider.

33.2. All instructions, notice and communications etc., under the contract given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post these would have been delivered to the service provider.

33.3. Not with standing anything contained herein BBMP also reserves the right to terminate the contract at any time or stage during the period of contract, by giving one month notice in writing without assigning any reason and without incurring any financial liability whatsoever to the service provider.

34. Termination for Insolvency

34.1. BBMP may also give in writing notice and without compensation to the service provider terminate the contract if the service provider becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

35. Insurance

35.1. The insurance cover protecting the agency against all claims applicable under the workmen's compensation ACT 1948 and other statutory laws shall be taken by the service provider. The service provider shall arrange necessary insurance cover for any person deployed by him even for short duration. In the event of any liability / claim failing on BBMP the same shall be reimbursed / indemnified by the service provider.

36. Prices

36.1. The rates should be on monthly basis. The rate quoted will be inclusive of all components but excluding GST component, which will have to be charged as per prevailing rules.

37. Price revision

37.1. No escalation is admissible on any account what-so-ever during the contract period, except the VDA.

38. Force Majeure

38.1. If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notices of happenings, of any such eventuality is given by either part to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim

for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after which an event may come to an end or cease to exist, and the decision of BBMP as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such even for a period exceeding 60 days either part may, at their option terminate the contract.

39. Arbitration

39.1. In the event of any question, dispute or difference arising under the agreement or in connection therewith (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Chief Commissioner of BBMP or any other person appointed by him. In case their designation is changed or their office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the Commissioner or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates their office on resignation or otherwise or refuses to do work or neglecting their work or being unable to act as Arbitrator for any reasons, whatsoever, the Commissioner of BBMP shall appointed another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Service Provider will have no objection in any such appointment that arbitrator so appointed is an employee of BBMP or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of their duties as a BBMP employee he has expressed their views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitrator and conciliation Act 1996, or any statutory modification or re-enactment three of any rules made thereof.

39.2. The venue of Arbitration proceedings shall be Office of DC (Admin), 1st floor, NR Square, BBMP, Bengaluru or such other place as the arbitrator may decide.

39.3. The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award Subject to aforesaid arbitration and conciliation Act 1996, and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings this clause.

40. Set off (Recovery of Sum Due)

40.1. Any sum of money due and payable to the Service Provider (including security deposit refundable to him) under this contract may be appropriated by BBMP and set off the same against any claim of BBMP for payment of a sum of money arising out of this contract or under any other contract made by Service Provider with BBMP.

40.2. In the event said security deposit/ performance guarantee being insufficient the balance of total amount recoverable, as the case may be shall be deducted from any sum of due to the Service Provider under this or any other contract with BBMP should this amount be insufficient to cover the said full amount recoverable, the Service Provider shall pay to BBMP on demand the balance amount, if any, due to BBMP within 30 days of the demand by BBMP.

40.3. If any amount due to the company is so set off against the said security deposit, the service provider shall have to make good, the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

41. Other Statutory Obligations and General Term & Condition

1. Service provider here in after called “SP” shall be incorporated under the companies Act of 1956 adhering to all State / Central Government laws / Acts under contract Labor Laws
2. Service provider will obtain necessary specific License from the Labour Department / Inspector of Factories / Shops / Labour for undertaking service Contracts.
3. If the service contract continues beyond the period of 12 months, then the SP shall have to renew the license/contract.
4. SP shall comply with all terms / obligations including record maintenance as per contract Labor (Regulation and Abolition) Act, 1970 and Workmen’s Compensation Act.

5. Wages / Salaries will be as per the compliance of Minimum Wages Act. If the SP do not adhere to the Minimum Wages Act, the BBMP shall reserve the right to deduct the such amount payable to the SP that fall short of the Minimum Wages Act and pay directly to such of the persons to whom such short amount was paid by the SP.
6. SP should provide sincere and dedicated staff and ensure that the staffs possess prescribed qualification and experiences.
7. The candidate should be 18 years above and be well versed in Kannada and English for the outsourced services.
8. The staff engaged by the SP should be courteous, well mannered and with clear antecedents.
9. Proposed name, address and telephone number of the staff, who will attend the duties will have to be furnished with the agreement entered, into after verification of the same.
10. The SP shall not change the staff frequently, any Change without JC (Bommanahalli) consent No attendance and no payment will be made for the same.
11. The SP alone will be responsible for payment of gratuity, contribution towards ESI/PF and other benefits as per Labor laws and the BBMP shall not be liable for any claims or disputes.
12. The SP shall be liable for all violations of laws, rules and regulations.
13. The staff of the SP shall not have any claim for continuation in BBMP and SP shall be liable to comply with all the requirement of laws. The BBMP will not provide any residential or transport facility.
14. The monthly rate will be calculated on the basis of the number of days of actual deployment.
15. The DCF/ACF to deduct income tax and other taxes as applicable and as per the existing rules, Act(s) and notification from time to time.
16. The SP shall make necessary and prompt arrangement of alternative staff in case the staff engaged proceeds on leave for more than 2 days. The data regarding the staff engaged / changed /

withdrawn should be linked and updated to the BBMP data base on daily basis, 24**X**7 as per RTI provisions.

17. In the event of default on part of the SP to provide requisite number of staff during the period of contract, the contract will be terminated and entrusted to another SP / Firm at the risk and cost of the defaulting SP / Firm.

18. If at any point of time during the currency of contract, BBMP finds that the services rendered by the SP are found unsatisfactory, it will be at liberty to obtain the services from alternative source at the risk and cost of SP.

19. The personnel are employees of SP will be subject to their overall control and superintendence and they are not subjected to any rules, regulations and service conditions of the BBMP.

20. The BBMP shall pay to the SP for their services under this agreement on monthly basis, for supply of staff/job, the charges inclusive of service tax as applicable from time to time. The SP shall submit a tax invoice inclusive of service tax for securing each such payment and the BBMP shall ensure that payment is done on the Financial condition of BBMP within 15 working days of the submission of the tax invoice. Responsibility of payment of service tax to the concerned authorities shall lie with the SP. However, proof of such payment to be furnished to the BBMP Deputy Controller (Finance) / Assistant Controller (Finance)for records.

21. Notwithstanding anything contained in this tender, the SP shall be liable for any loss / damage, delay or acceptance of whatsoever nature whether direct or indirect or which have occurred / resulted solely from the negligence, gross negligence or willful default of the SP or their employees or agents employed by them in connection with the contract.

22. The SP will not do or permit to be done anything, which might cause any breach or infringement of the laws and regulations.

23. If the SP fails to meet the obligations under this agreement for any reasons within the control of SP, the BBMP may give notice

to the SP of the default, requiring them to rectify/remedy it as soon as practically possible. In the event that the SP fails to rectify/remedy within 2 days, to the satisfaction of the BBMP, the BBMP shall be entitled to terminate the Agreement with immediate effect by notice in writing at risk and cost of the SP.

24. Any notice to be given by either party to the other party shall be in writing may be sent by E-mail, registered post of by personnel service with due acknowledgment.

25. The address of the parties for service of such communication shall be as intimated in writing from time to time.

26. Joint Commissioner (Bommanahalli) shall have the right to instruct in writing to the SP to remove any person engaged for rendering services on account of misconduct or not found co-operative or unfit otherwise.

27. The SP shall supply to each of the workers engaged by him a valid identity card. The identity card so supplied shall bear the worker's name, designation, signature and attested copy of photograph, age and blood group. The SP shall ensure that these employees always carry with them their valid identity card while on duty. The workers may not be permitted to perform the work in case they do not carry the valid identity cards.

28. The SP not to take any action in relation to handling their employees as may adversely affect the existing labour relations of the company and cause dispute and unrest of the employees of the company. If he does so, he is liable to pay damages to BBMP.

29. It is expressly understood and agreed by and between SP and BBMP that, BBMP is entering into this agreement solely on its own behalf and not on behalf of any other person or entity, in particular, it is expressly understood and agreed that the Government of Karnataka or Government of India is not a party to this agreement and has no liabilities, obligation of rights hereunder. It is expressly understood and agreed that BBMP is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of

contract law. The SP expressly agrees, acknowledges and understands that BBMP is not an agent, representative or delegate of the Government of Karnataka or Government of India and Governments and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract.

30. The SP shall also comply with all necessary provision under the relevant Acts, Rules and Regulations and liable to pay for damages arising due to non compliance and shall be bound to bear the cost of defence of every suit, action for other legal proceedings that might be brought to any person for injury sustained due to non compliance of the above provisions and to pay damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the SP be paid in connection with any compromise or claims by such person.

31. The SP or their employees shall not carry any hazardous explosives, ammunitions or engage in any anti social activities, The SP shall not deploy terrorists; convicts etc., in BBMP and it will be the sole responsibility of the SP to verify the antecedents of the manpower engaged by them. The Consortium / BBMP office shall not assume any responsibility or liability for violations of the Law.

32. The employees of the Service Provider will be entitled for only gazette Holidays declared by BBMP and a casual leave of one day for every month, totaling to 12 days per annum. Any other types of leaves applicable to regular/contract employees of BBMP will not be applicable to these employees.

33. This appointment through agency shall not be construed as an appointment in any regular scale of pay or shall not be intended to give rise to any claims whatsoever as to appointment on permanent basis etc., in BBMP.

34. The staff supplied by the SP shall perform their duties diligently and maintain due secrecy in respect of confidential information which he may come to know in the course of their duties.

35. The staff / workmen so engaged in the contract shall not divulge any information to anybody or matter concerning the decision of the Board / Committee/DP etc.,

36. The manpower engaged by the SP shall at all time take steps to ensure and protect the interest of BBMP and render professional services with utmost integrity, interest, honesty, devotion and diligence.

37. The SP shall furnish to DCF/ACF the copies of various returns submitted to the labour Authorities like PF. ESI etc., along with monthly bills. Also, a signed copy of pay slips of all staff deployed to BBMP to be submitted with monthly bills as proof of payment to staff so paid by the BBMP. Monthly statements showing PF & ESI of each staff along with PF & nos. to be attached and a copy of deduction statement showing PF and ESI shall be given to employees every month.

38. The SP shall indemnify and hold harmless the BBMP against any and all claims, demands and / or judgments of any nature brought against the BBMP arising out of the services by the Service Provider and its staff under the contract, the obligation under this Clause shall survive the termination of the Contract.

39. In this tender document the works of company and client means BBMP only, Further Agency and Firm means the Service Provider (SP)

40. The tenders will be evaluated based on the evaluation criteria shown in the tender.

41. The successful SP will have to furnish performance security sum of equivalent to 5.0% of the total value of the contract in the form of demand draft / BG from any scheduled bank other than co-operative banks, which will not bear or earn any interest in the name of the Chief Commissioner, BBMP.

42. During the tenure of the contract, BBMP reserves the right to either increase or decrease the no of staff.

43. The contractor shall not assign this contract or sub-contract any portion without BBMP prior written consent.

44. BBMP desires to award the work to the agency having at least one satisfactory service certificate from Govt./PSU clients, however, if no such party is found in the process, BBMP will be at discretion to select Service Provider with no experience of Govt. / PSU clients, Bidder may send their bids accordingly.

45. No near relatives of the officials employed in BBMP are eligible to bid this tender.

46. The SP should have experience of providing the similar services such as IT –enabled services to at least one Govt. organizations, Departments and PSU clients. **Experience of providing security related manpower will not be considered.**

47. The Service Provider shall submit to the Employer the list of personnel deployed by him along with medical certificate, police verification of character and antecedents, personal details such as names of parents, address (temporary and permanent), and telephone number if available for record by the Employer.

48. The persons so deployed shall not be below 18 years and not above 55 years. They will perform their duties to the satisfaction of the Employer. A representative of the Service Provider will report at least once in a month to the Employer or his representative at least once in a month for co-ordination with the Employer.

49. The personnel deployed by the Service Provider shall be covered as per applicable act and rules under the Karnataka Minimum wages act 2024-25 ESI, PF, Gratuity and Bonus.

50. The service provider shall extend all benefits including leave, maternity leave accruing to them under the various applicable Labour laws.

51. After deducting the applicable employee's contribution of PF (present rate 12%), ESI (present rate 0.75%) and professional tax if any. The payment to the personnel should be made only by ECS mode within fifth day of the next month for which the payment is due. The deducted employee's contribution should be deposited in the accounts of the personnel through nationalized banks to the appropriate authorities within the prescribed time period.

52. The Service Provider shall also deposit the applicable Employer's contribution of PF (present rate 13%) and ESI (present rate 3.25%) professional tax in the accounts of the personnel through nationalized banks to the appropriate authorities within the prescribed period.

53. The Service Provider shall submit his invoice for the month before the tenth of the next month. The invoice shall give the following details:

1. Salary for the personnel based on attendance (computed at the quoted rate per month of 30 days less the employees contributed of (PF and ESI) supported by attendance sheet.
2. Employee's contribution of PF and ESI supported with proof of having deposited the same with the appropriate authorities.
3. Employers' contribution of PF and ESI supported with proof of having deposited the same with appropriate authorities.
4. Service Providers fees computed on the total of 1 to 3 above.
5. Service tax payable if any at the current rates on the total of 1 to 5 above.

54. The Annual statement of accounts in respect of each personnel as issued by the Regional Provident Fund Commissioner and ESI shall be furnished to each of the personnel with copy to the Employer.

55. The SP shall ensure the personnel have passed a medical examination by registered medical practitioner certifying that they are fit for duties for which they are engaged.

56. The SP shall pay the monthly remuneration to the deployed staff as per the pay structure indicated in the tender document, after deducting the statutory deductions like PF, ESI (employee contribution).

57. The SP shall issue a Service Certificate in form XV to every employee whose services have been terminated by the SP.

58. The SP shall pay to the employees the minimum rates of wages prescribed for that employment. Where the work performed by the employees is same or similar kind of work as the workmen

directly employed by the principal employer, then the wage rates, holidays, hours of work and other conditions of service of the contract workmen shall be the same as are applicable to the workmen directly employed by the BBMP on the same or similar kind of work. Wages to the workmen shall be paid without any deductions of any kind except those permissible under Payment of Wages Act, 1936.

59. The SP has to send a half-yearly return in form XXIV in duplicate to the Licensing officer not later than 30days from the close of half year (1st January and 1st July every year)

60. The SP has to display an abstract of the Act and Rules in English and Kannada and also in the language spoken by the majority of the employees.

61. The SP has to submit a return in form VI-A to the Inspector intimating the actual dates of the commencement and completion of contract work within 15 days as the case may be.

62. The license shall be displayed by the SP prominently at the place of work

63. The SP shall maintain personal register of each employee.

64. In case of delay in the release of payment to the Bidder, SP should make payment to the staffs towards their own internal sources at least for the period of Three-months (Liquid Cash Balance) amount should be maintained in the bank.

65. The Service Provider shall be liable to the orders / Notifications / Circulars with regard to contract labors under the different labour acts which have been notified by the Government.

66. Bids submitted after the deadline shall not be accepted under any circumstances whatsoever.

67. Any conditional bid is liable to be rejected.

68. Bids not following the two-cover format, or including price information in the technical bid shall be rejected.

69. The Earnest Money will be forfeited if the bidder rescinds from the offer.

70. Bids offering rates which are lower than the minimum wages for the pertinent category would be rejected.

71. The selected agency will be required to pay minimum wages as prescribed under the Minimum Wages Act of Central Government along with all such other statutory dues like ESI, PF, etc. The agency will maintain proper record as required under the Law / Acts.

72. Liability, if any arising in the Court of law/Tribunals governed by Constitution of India under these acts shall be borne solely by the Agency.

42. Mode of Monthly payment

42.1. Offices of the JC (Bommanahalli) shall submit the attendance certificates of staff to the SP on 2nd of every month.

42.2. The SP shall submit the salary bill of staff to the DCF/ACF on or before 5th of every month.

42.3. The DCF/ACF shall after due verification of bill submitted by the SP get the counter signature of the Joint Commissioner (Bommanahalli) and make monthly payment to the SP through ECS only, depending upon the financial Condition of the BBMP.

42.4. The monthly salary to the outsourced staffs shall be made through the electronic clearance system (ECS) by the SP on or before **07th of every month**.

42.5. A copy of monthly aquittance sheet including the bank statement of the previous month should be submitted by the SP to DCF/ACF. After verifying the same the monthly payment to the SP be made.

42.6. In case of default in payment, the Joint Commissioner (Bommanahalli) shall immediately write to Additional Commissioner (Admin) and Chief Accounts Officer about the non-payment and in turn the Joint Commissioner (Bommanahalli) issue a show cause notice to the SP regarding the default which shall be redressed within next 24 hours.

42.7. If the SP fails to redress the non-payment of salary within 24 hours from the time of issuance of a show cause notice by the

Joint Commissioner (Bommanahalli) and the authority shall impose a penalty equal to the monthly defaulted salary of the staff.

42.8. In case of 2nd default, the Joint Commissioner (Bommanahalli) shall along with imposing a penalty as above, the Additional Commissioner (Admin) shall report the matter to the Chief Commissioner, BBMP

42.9. In case of 3rd default, Additional Commissioner (Admin) shall recommend for the termination of services of SP to the Zonal Commissioner, BBMP,

42.10. The Joint Commissioner (Bommanahalli), DCF/ACF shall ensure all statutory deductions like ESI, PF, tax etc., before making the payment to the SP every month through ECS.

SECTION 4

BRUHAT BENGALURU MAHANAGARA PALIKE

Sub: Supply of Manpower Services – Data Entry Operators BBMP Bommanahalli Zone, Bengaluru

QUALIFICATION OF STAFF

SL. NO.	POST	REQUIREMENT		
		QUALIFICATION	SKILL SET	EXPERIENCE
1.	55 No's DATA ENTRY OPERATORS	Minimum passed in PUC (10+2) or higher with certification in Basic Computer Knowledge from recognized institution.	Proficiency in English, Kannada typing and excellent use of Computer Working knowledge in use of computer & MS Office (word, excel & PowerPoint). Knowledge in usage of E-Office Software Application. Basic Software Knowledge Good Written and Communication Skills Fast Typing Speed Verbal and Written Communication Skills The Ability to Operate Standard Office Equipment Organizational and Time-management Skills. Excellent attention to detail Ability to multitask effectively Strong written and verbal communication skills. Ability to perform repetitive tasks with a high degree of accuracy Comfortable working independently with minimal supervision.	1 to 3 years

Tendere r Executive Engineer (Project-Bommanahalli), BBMP

SECTION 5

BRUHAT BENGALURU MAHANAGARA PALIKE

Sub: Supply of Data Entry Operator to Offices under the Joint Commissioner, Bruhat Bengaluru Mahanagara Palike Bommanahalli **Zone (to be deployed to the BBMP offices spread across the Bommanahalli Zone)**

PAY STRUCTURE

Executive Engineer Bommanahalli project division Division BBMP

Estimate

Name of works:- Supply of Data Entry Operator to Offices under the Joint Commissioner, Bruhat Bengaluru Mahanagara Palike Bommanahalli **Zone (to be deployed to the BBMP offices spread across the Bommanahalli Zone) (2nd call)**

Estimate Cost : 1,95,00,000.00

Sl No	Description		No of person per Month	No of months	Qty	Rate	Amount
A	Date Entry / Computer Operator		55	12	660		
	Rate Calculation						
1	Basic Salary	16564.02					
2	VDA	2223.60					
3	Sub Total	18787.62					
4	ESI @ 3.25%	610.60					
5	EPF @13.00 %	2442.39					
6	Sub Total (A)	21840.61					
7	Service Charge 5.00 %	1092.03					
8	Sub Total (B)	22932.64					
9	GST 18%	4127.87					
10	Total Amount	27060.51					

NOTE: THE BASIC PAY + VDA MAY VARY AS PER THE MINIMUM WAGES ACT AS AND WHEN RELEASED AND WOULD BE PAID TO THE DATA ENTRY OPERATOR AS APPLICABLE DEPUTED TO BBMP WITHOUT ANY INCREASE IN THE SERVICE CHARGES COMPONENT CLAIMED BY THE SERVICE PROVIDER.

The Rates of Minimum Wages shall be as applicable for the Year 2024-25

Difference in the Rates of VDA will be paid as Government Order from time to time. (±)

The Variation of PF and ESI of Employer Contribution will be as per Government Order from time to time. (±)

SECTION 6

FORM OF BID, TECHNICAL BID

To,

Office of the Executive Engineer,
Bommanahalli project division,
HSR Layout, BDA Complex,
Bengaluru.

Subject: **Supply of Data Entry Operator to Offices under the Joint Commissioner, Bruhat Bengaluru Mahanagara Palike Bommanahalli Zone (to be deployed to the BBMP offices spread across the Bommanahalli Zone)** – Reg.,

Tender No: BBMP/EE/BPD/Tend- 10 /2024-25 **dated- 29.01.2025**

Dear Sir,

1. I/We, the undersigned (hereinafter called The Bidder having read & examined all the Sections i.e., Statutory obligations and General Term & Conditions Manpower requirements etc in connection with the above-mentioned works offer to execute and complete the whole of the said work as awarded to us, in conformity with the terms and conditions and as per Agreement.
2. I / We, hereby submit our bid and undertake to keep our bid for above work valid for a period of 180 days from the date of opening of bid. We hereby further undertake during he said period I/we shall not vary/alter or revoke my/our bid.
3. Until an agreement is prepared an executed, this offers together with our written acceptance thereof, shall constitute a binding contract between us. We understand that BBMP is not bound to accept the lowest of any offer it may receive. If our offer is accepted, we undertake to complete the whole of the said work as warded to us within the time stated herein.
4. If our bid is accepted, we will submit as performance security sum of equivalent to 5.0% of the total value of the contract.
5. We will supply the dedicated staff to perform the assigned work diligently and ensure 100% accuracy and timelines at all time.
6. We will forward the payroll sheet to DC(F) / AC(F) which will ensure 100% transparency in our transactions.
7. We shall indemnify and hold harmless the Consortium against any and all claims, demands and / or judgments of any nature brought against the Consortium arising out of the Services of our staff deployed under the contract.

8. The particulars of our Organization & other relevant details/supporting documents are enclosed.

Signed----------

In the Capacity of ----------

Duly authorized to sign offers for and behalf of

Bidder's name----------

Designation----------

Phone no----------

TECHNICAL BID

Sub: Supply of Data Entry Operator to Offices under the Joint Commissioner, Bruhat Bengaluru Mahanagara Palike Bommanahalli Zone (to be deployed to the BBMP offices spread across the Bommanahalli Zone) (2nd call)

Tender ref: Date:

To be filled in by the bidder (enclose copy of documents to support your statement)

1.	Name and Postal Address of the Bidder along with Contact details	
2.	Tick as applicable	
	1) Bidder has their office and business Establishment in City of Bengaluru and the bidder must be a Company / LLP registered under Companies Act, 1956 or Companies Act, 2013, or LLP Act, 1988 respectively with existence in business with atleast 10 years of experience as Pvt or LLP (Copy of registration certificate (s) to be uploaded in the portal)	Yes/ No
	2) The Bidder should be a manpower firm Having ISO 9001:2015 certification. Quality management system	Yes/ No
	Annual turnover in last Five years of the bidder shall not be less than any Three years Rs. **3,90,00,000/-** (However the bidder/service provider should have execute manpower/ to the extent ofRs. 390.00 lakhs in past three financial years.	Yes/ No
	a) Bidder has minimum last five years having any one year of preceding experience as MANPOWER SUPPLYING AGENCY with PSU/Central Govt. / State govt/ BBMP/ Government under taking offices.	
	b) Bidder should have Provided Minimum 55 Skilled Manpower to PSU/Central Govt. / State govt/ BBMP/ in any one year of the last five financial years	
	c) The Bidder Should have valid Form – C Certificate from Labour Department of Karnataka for minimum of 100 Manpower (Nature of Business Should be Manpower Supply	Yes/ No
	d) Registration / Allotment of ESI& EPF	Yes/ No
	e) The Bidder should have valid GST certificate for	Yes/ No
	f) F) The Bidder should have valid PAN Card	Yes/ No

Tendere r Executive Engineer (Project-Bommanahalli), BBMP

Date Signature
Seal Designation

SECTION 7

UNDERTAKING AND CERTIFICATION OF NON-PARTICIPATION

This deed of undertaking executed on this ----- day of ----- two thousand and ---------- by (name of sole proprietor/partner/Director/authorized representative, the Firm, Company or partnership etc)---------- S/O ---------- residing at ----------on behalf of said M/s ---------- (c) having it's office at ---------- and duly authorized to sign, and verify present undertaking by the said ---------- (Name of the Firm, Company, Trust, Society etc) in favour of General Consultant to BBMP having it's Office at Bengaluru, Karnataka - 560041, Hereafter called BBMP (which terms shall mean and include its successors, administrator, heirs and assigns.

Whereas BBMP invited bids for ---------- I/We participated in the bidding process and emerged as successful bidder with respect to Tender no. ---------- I/We ---------- acknowledge that I/We ---------- have fully understood and are aware of the terms & conditions of the Tender / Contract and do hereby unequivocally and unconditionally undertake and declare that.

1. I/We ---------- shall comply with all the Rules / Regulations/ Laws/Government instructions/status etc., that are applicable / will be made applicant and or are aimed to protect the interest of the workers/employees engaged by me / us in the past and during the course of performance of the contract with BBMP.
2. I/We comply with the tender conditions.
3. I/We protect, indemnify and hold harmless BBMP and its employees, officers, directors' agents or representatives from and against any and all liabilities, losses, actions, judgments, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:
    a. Any breach violation of any direction, order from any governmental authority any provisions of the labour laws, statue or regulation that are of will be aimed to protect the interest of the workers/ laborers engaged by the service provider in pas and during the course of this contract OR.
    b. Any other payments, Claims or liability that may arise for ensuring compliance of the provisions of any of the labour laws or any other laws etc. OR
    c. And other claim made by any third party in connection with any violation of any of laws, guidelines, instruction etc., in witness whereof this undertaking has caused on the ---------- Day ---------- Month of ---------- year----------

Date:
Place

Signature----------

Name----------
Designation ----------

Witness 1. ----------

2. ----------

(Certificate of Non-participation of near Relatives in the tender called for **Supply of Data Entry Operator to Offices under the Joint Commissioner, Bruhat Bengaluru Mahanagara Palike Bommanahalli Zone (to be deployed to the BBMP offices spread across the Bommanahalli Zone) THROUGH OUTSOURCING AGENCY** as required under Section IV.

CERTIFICATE

I ---------- S/o

----------hereby certify that none of my relative (S) are employed in BBMP, In case at any stage, it is found that the information given by me is false/incorrect, BBMP shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Service Provider

Signed
Name

Position

Date

SECTION 8

CRITERIA FOR EVALUATION

NAME AND POSTAL ADDRESS OF THE BIDDER ALONG WITH CONTACT DETAILS

SL. NO.	ATTRIBUTE	FOR THE USE OF OFFICERS ONLY	
		POINTS ALLOTTED	POINTS OBTAINED
1.	Bidder has their office and business Establishment in City of Bengaluru and the bidder must be a Company / LLP registered under Companies Act, 1956 or Companies Act, 2013, or LLP Act, 1988 respectively with existence in business with at least 10 years of experience as Pvt or LLP (Copy of registration certificate (s) to be uploaded in the portal)		
2.	Annual turnover in last Five years of the bidder shall not be less than any Three years Rs. **3,90,00,000/-** (However the bidder/service provider should have execute manpower/ to the extent ofRs. 390.00 lakhs in past three financial years.		
3	a) Bidder has minimum any one year of i.e 2021-22 2022-23 & 2023-24. of **3,90,00,000/-** preceding experience as MANPOWER SUPPLYING AGENCY with PSU/Central Govt. / State govt/ BBMP/Government under taking offices.		
	b) Bidder should have Provided Minimum 89 Skilled Manpower to Government Department/PSU/Central Govt. / State govt/ BBMP/ Education and any in any one year of the last five financial years		
	c) The bidders should have valid Form - C Certificate from Labour Department of Karnataka for minimum of 100 Manpower (Nature of Business should be Manpower Supply)		
	e) Registration / Allotment no of ESI & EPF		
	f) The Bidder should have valid labour License certificate		
	g) Income tax Permanent account Number (PAN) (attach proof of allotment, it should be allotted to the bidder) & Income Tax returns filed for the past 2 years i.e., for the year 2022-23 & 2023-24 (attach proof) & Service Tax Registration Number (attach proof).(Exempted if startup certificate furnished)		
	h) The bidder should have provided minimum quantity of Data Entry Operator (DEO) which is equal to the number being intended. Proof of the same has to be furnished along with the letter		

	from the concerned department.		
	i) Last five years in any one year ESI, EPF and GST Paid Challans		
4.	The Bidder should be a manpower firm Having ISO 9001:2015 certification. Quality management system		

(Note: The bidder who has maximum points among all the Bidders will be the Bench Mark for comparison with other Bidders. If any bidder is having less than 75% of Bench Mark, then those bidders will be may be dropped or failed to meet technical qualification criteria.

SECTION 9

FINANCIAL BID

Sub: Supply of Data Entry Operator to Offices under the Joint Commissioner, Bruhat Bengaluru Mahanagara Palike Bommanahalli Zone (to be deployed to the BBMP offices spread across the Bommanahalli Zone)

TENDER No:
Dated:

Fees structure for supply of Manpower Supply to BBMP

Sl.No.	Description	*Service Charges i.e., Fees as quoted in terms of % on monthly Salary paid to the Employee per month	
		In Figure	In Word
1.	If monthly Salary paid as per the Staff Requirement schedule:		

Note:

1. **** indicates the service charge does not include GST component. The applicable service will be claimed in the monthly invoice as per prevailing rates.***
2. ***The rates should be quoted taking into cognizance the Minimum Wages Act 1948, the Minimum Wages (Central) Rules, Equal Remuneration Act 1976, Central Rules 1976 and any other Acts***

passed by State Government/Central Government from time to time.

3. ***The 'Eligible Bidder' shall be selected based on prices quoted by the participant bidder and his/her technicalities.***
4. ***The prices should be free from over-writing/corrections etc. failing which the bids shall be summarily rejected***

Signed----------

In the Capacity of ----------

Duly authorized to sign offers for and on behalf on----------

Bidder's Name----------
Designation……..
Phone no ……..

SECTION 10

CONTRACT AGREEMENT

This CONTRACT SERVICES AGREEMENT (hereinafter referred to as the Agreement) is executed on this ------- day of ---- by and between --------- having its registered office at -------- shall mean and include all its legal representatives, and assigns of the First Part, referred as Service Provider (SP)

AND

Joint Commissioner (South) Bruhat Bengaluru Mahanagara Palike located at Bengaluru, Karnataka - 560041 hereinafter referred to as "BBMP" which term shall mean and include all its legal representatives, and assigns of the Second Part.

This contract agreement is valid for a period of one years, extendable depending upon the performance of the Service Provider and mutual consent by both the parties.

The BBMP shall ensure that it shall share the attendance sheet of the Contract Employees with the Contract Firm on the 1st day of every month for services performed in the previous month so as to enable the Service Provider to process the Payroll statement.

The Service Provider shall ensure that it shall prepare and forward the Payroll Sheet as per the attendance approved by the client in the time sheet on or before 3rd day of every month for services performed in the previous month.

The BBMP shall ensure that on receipt of the Payroll sheet make ECS payment to the Service Provide (CONTRACT FIRM) for the aforesaid Service Provider which shall include all components of salary, contribution to employee's PF, ESI incentives etc…, and service charges of the Service Provider as agreed upon during the time of this contract. The BBMP shall deduct taxes and income taxes as TDS on the service charges by the Service Provider at prevailing market rates.

THE SERVICE PROVIDER shall charge the BBMP a service charge as per LOA dated ---- on the Gross Salary earned by all Contract Employees rolls during the period of this contract.

The SERVICE PROVIDER shall raise an invoice on BBMP for services performed in the previous month on or before 5thof every month.

The BBMP agrees to pay the Contract Fee as per the invoice / Payroll statement which is payable by the BBMP within fifteen working days Depending upon the financial Condition of the BBMP from the date of receipt of bill for services performed in the previous month so as to enable the Service Provider to make payment of their Contract Employees. But the SERVICE PROVIDER should make their own arrangements to pay all the staff their salary within 5th day of every month from their own sources for a minimum period of 03 months.

The employees of the Service Provider will be entitled for only gazzetted Holidays declared by BBMP and a casual leave of one day every month and Maternity Leave as per Government applicable rules. Any other types of leaves

enjoyed by regular / contract employees will not be applicable to these employees.

The SP shall make necessary and prompt arrangement for alternative staff in case the staff engaged proceeds on leave for more than 2 days.

The staff shall be regarded on the rolls of the SP and shall not have any claim for continuation in BBMP and SP shall be liable to comply with all the requirement of laws.

In the event of default on part of the SP to provide requisite number of staff during the period of contract, the contract will be terminated and entrusted to another SP / Firm at the risk and cost of the defaulting SP / Firm.

The employees of the Service Provider shall diligently follow the instruction of senior officers and authorities under whom they are posted from time to time and will ensure service deliverables as required by them.

The employees of the agency may be required to attend office beyond office hours of on holidays as and when there is need for such work and such employees will be given leave of the total extra hours worked and in no circumstances any extra payment will be made on this account.

It will be the liability of the agency of for all loss or damages caused by the employees of the Service Provider out of their actions, default or negligence.

BBMP shall have the right to instruct the SP to remove any person engaged for rendering services on account of unauthorized absence, misconduct, non-co-operation unfit otherwise.

SERVICE PROVIDER shall ensure that its candidates have made truthful representations in their resumes SERVICE PROVDER shall ensure that it has verified the basic credentials of the candidate like education, experience, technical competency, salary details etc before short-listing.

The Service Provider shall submit to the Employer the list of personnel deployed by him along with medical certificate, police verification of character and antecedents, personal details such as names of parents, address (temporary and permanent), telephone number for record by the Employer.

The persons so deployed shall not be below 18 years and not above 55 years. They will perform their duties to the satisfaction of the Employer. A representative of the Service Provider will report at lEast once in a month to the Employer or his representative at lEast once in a month for co-ordination with the Employer.

The personnel deployed by the Service Provider shall be covered as per applicable act and rules under the Minimum wages act ESI, PF, Gratuity and Bonus.

The service provider shall extend all benefits including leave, maternity leave accruing to them under the various applicable Labour laws.

After deducting the applicable employee’s contribution of PF (present rate 12%), ESI (present rate 0.75%) and professional tax if any. The payment to the personnel should be made only by ECS within fifth day of the next month for which the payment is due. The deducted employee’s contribution should be

deposited in the accounts of the personnel through nationalized banks to the appropriate authorities within the prescribed time period failed which the Service Provider will be held responsible.

The Service Provider shall also deposit the applicable Employer's contribution of PF (present rate 13.16%) and ESI (present rate 3.25%) professional tax in the accounts of the personnel through nationalized banks to the appropriate authorities within the prescribed period failed which the Service Provider will be held responsible.

The Service Provider shall submit his invoice for the month before the tenth of the next month. The invoice shall give the following details:

1. Salary for the personnel based on attendance (computed at the quoted rate per month of 30 days less the employees contributed of (PF and ESI) supported by attendance sheet.
2. Employee's contribution of PF and ESI supported with proof of having deposited the same with the appropriate authorities.
3. Employers' contribution of PF and ESI supported with proof of having deposited the same with appropriate authorities.
4. Service Providers fees computed on the total of 1 to 3 above.
5. Service tax payable if any at the current rates on the total of 1 to 5 above.

The Annual statement of accounts in respect of each personnel as issued by the Regional Provident Fund Commissioner and ESI shall be furnished to each of the personnel with copy to the Employer.

This is a contract Services Agreement and the liability of BBMP is limited only to the payment of agreed Contract Fees as mentioned. This Agreement shall not be interpreted as creating any legal relationship between BBMP and the Service Provider.

This is a full and final agreement and this agreement supersedes all prior agreement, either verbal or written, However, all Bid forms and the Statutory Obligations and General Terms & Conditions signed separately also form part of this contract, Courts at Bengaluru shall have jurisdiction over this Contract.

For (Service Provider)	For BBMP
Signature	Signature
Name Designation Designation	Name